

WILDLIFE CORRIDOR CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

PREAMBLE

Whereas, There exists a wildlife corridor comprised of undeveloped wildlife habitat and open space between the Whittier-Puente Hills and the Cleveland National Forest in the Santa Ana Mountains; and

Whereas, This wildlife corridor serves wildlife migration and also functions as an essential environmental, scientific, educational, and recreational resource which should be held in trust for present and future generations; and

Whereas, That as the last major natural open space resource connecting Los Angeles, Orange, San Bernardino, and Riverside Counties, it provides essential relief from the urban environment; and that it exists as a single ecosystem in which changes that affect one part may also affect all other parts; and

Whereas, That the preservation and protection of this resource is in the public interest; now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) the following public entities of the State of California executing this agreement agree as follows:

1. PURPOSE

1.0. The purpose of this agreement is to provide for the proper planning, conservation, environmental protection and maintenance of the habitat and wildlife corridor between the Whittier-Puente Hills and the Cleveland National Forest in the Santa Ana Mountains.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for conservation, natural open space, and recreational purposes is contemplated where such acquisitions can be accomplished within the prudent fiscal policies of each of the member jurisdictions.

1.2. Acquisition may be by way of gift, devise, purchase, exchange or eminent domain; provided that any party may adopt a resolution nullifying the exercise of eminent domain, if adopted within thirty (30) days of the written notice by the Authority to a city, or if in unincorporated Los Angeles County, to the county in which the property proposed to be condemned is located, of the Authority's intention to exercise the power of eminent domain, within the jurisdictional boundaries of such city or county.

2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Government Code § 6508.

2.1. Such powers are subject to the restrictions upon the manner of exercising the powers as

imposed upon the City of Whittier, as provided in, and for the purposes of, Government Code § 6509.

2.2. Neither the Authority, nor any of the parties acting collectively, shall have the power to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the Authority.

3. JURISDICTION

3.0. For purposes of this agreement, the "wildlife corridor study area" shall extend from the Whittier-Puente Hills, including the Chino Hills, to that portion of the Santa Ana Mountains, not owned by the Cleveland National Forest, which are reasonably capable of sustaining or connecting habitat for large mammals and/or threatened or endangered species.

3.1. The ultimate delineation of the boundaries of the "wildlife corridor" shall be based upon widely accepted, scientifically established criteria which reflect the state-of-the-art knowledge of the nature, quality and extent of wildlife habitat linkages.

4. SEPARATE ENTITY

4.0. The "Wildlife Corridor Conservation Authority" (hereinafter "Authority") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) upon execution of this document by at least two public entities whose jurisdiction falls within the "Wildlife Corridor."

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the Authority is hereby established as follows:

- (a) The city council of each of the participating entities to this agreement shall each appoint one of their number and an alternate to serve on the Governing Board at the pleasure of such appointing power.
- (b) The members of the Governing Board appointed by the parties to this agreement shall elect two (2) public members and two (2) alternates who shall serve for a term of two (2) years. The public members shall be residents of the area within the wildlife corridor who are well qualified by their education, background or experience to carry out the purposes of this agreement.
- (c) The Superintendent of Los Lagos District or his designee.

- (d) A member appointed by the Santa Monica Mountains Conservancy.
- (e) A member of the Board of Supervisors of the County of Los Angeles, appointed by the Board, or that member's designee. This provision shall be effective only upon the County of Los Angeles becoming a party to this agreement.
- (f) A representative of the California Department of Fish and Game shall serve *ex-officio* as a non-voting member.

6. ADVISORY COMMITTEE

6.0. The Governing Board shall appoint an Advisory Committee to assist it in its deliberations. Such committee shall be comprised of individuals who are broadly representative of the community and the diverse interests that have a stake in planning for the wildlife corridor.

7. MEETINGS

7.0. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

7.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

8. QUORUM AND PROCEDURE

8.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

9. COMPENSATION

9.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other statute.

10. ADMINISTRATION

10.0. The Authority shall be administered by an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

10.1. The Executive Director of the Santa Monica Mountains Conservancy shall serve *ex officio*, without additional compensation, as Executive Officer of the Authority.

10.2. The Treasurer of the City of Whittier shall be the duly appointed and acting treasurer and controller of the Authority; such person is hereby designed as the Financial Officer of the Authority who shall perform the functions stated in Government Code § 6505.5. The Authority shall reimburse the city for costs incurred pursuant to this section, subject to prior approval of the Governing Board.

10.3 The Authority may select counsel from its member agencies, or it may retain independent counsel.

10.4. To implement this Agreement, the parties hereto may loan employees to the Authority. To achieve the purposes of this agreement, the Authority may, from time to time, establish positions and fix the salaries of employees of the Authority. The Executive Officer of the Authority shall appoint such other employees for positions established by the Board and shall be responsible for the supervision thereof.

11. FISCAL CONTROLS

11.0. The fiscal year of the Authority shall be the fiscal year of the City of Whittier, July 1 to June 30, or as established from time to time by the City of Whittier.

11.1. To the extent funds are legally available therefore, the parties to this agreement are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

11.2. The Authority shall be strictly accountable for all funds, receipts, and disbursements. The Authority shall prepare an annual budget, in a form approved by the Conservancy and the City of Whittier, which budget shall be submitted to the board for approval by two-thirds of the members present. Public funds may not be disbursed by the Authority without approval of the adopted budget of the Authority, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

11.3. The treasurer of the City of Whittier shall act as the treasurer of the Authority and shall be the depository and have custody of all money of the Authority from whatever source. The treasurer so designated shall:

- (a) Receive all money of the Authority and place it in the treasury of the City of Whittier, or other appropriate account, to the credit of the Authority.
- (b) Be responsible on his official bond for the safekeeping and disbursement of all Authority money so held by him or her.
- (c) Pay, when due, out of money of the Authority so held, all sums due on outstanding obligations of the Authority. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this Authority.

- (d) Verify and report in writing on a quarterly basis to the Authority and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

11.4. The treasurer of the City of Whittier shall perform the functions of auditor or controller of the Authority. The treasurer shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant, shall be borne by the Authority and charged against any unencumbered funds of the Authority.

11.5. The Authority shall have the power to invest any money in the treasury of the Authority that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

12. BONDS

12.0. Each member of the Governing Board, the executive officer, and treasurer shall file an official bond with the Authority. When deemed appropriate by the Authority, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the Authority to the extent the Conservancy deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the Authority.

13. LIABILITY

13.0. The tort liability of the Authority and of all members of the Governing Board, and the executive officer and employees of the Authority, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the Authority.

13.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the Conservancy shall assume all liabilities arising out of or with respect to :

- (a) Any and all actions taken by Authority personnel acting on Conservancy property pursuant to a reciprocal management agreement between the Conservancy and the Authority; and

- (b) Any and all property owned by the Authority which is subject to a reciprocal management agreement between the Conservancy and the Authority.

13.2 In addition, the Authority may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the City of Whittier and the Conservancy.

14. DISPOSITION OF PROPERTY AND FUNDS

14.0. Upon termination of this Agreement, the Authority forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the Authority shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property owned by the Authority shall be conveyed as the Authority shall determine, and if no determination is made, then such property shall be offered to the State Park System.

15. WITHDRAWAL OF PARTIES

15.0. Any party may withdraw as a party to this Agreement provided that: (i) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the remaining members of the Board for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (ii) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal. This Agreement shall remain in effect so long as two or more local governments are parties to this Agreement.

16. NON-LIABILITY OF PARTIES

16.0. Except as provided in Section 13 of this Agreement, neither the Authority nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

16.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 13 of this Agreement.

16.2. The Authority may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the Authority.

17. CONTRIBUTION OF CONSERVANCY

17.0 Exclusive of grants which the Conservancy may award to the Authority or the City of Whittier from time to time, the Conservancy contribution to the Authority shall be less than \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the Conservancy loaned by it

to the Authority, if any. This section shall not affect the mutual exchange of services between parties to this agreement and the Authority without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code. Each party to this agreement shall contribute \$500 per annum.

18. NON-DISCRIMINATION

18.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

19. APPLICATION OF POWERS

19.0. Insofar as powers common to the City of Whittier included in this agreement, and not to the Conservancy, are exercised by the Authority, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the Santa Monica Mountains Conservancy.

20. ADDITIONAL PARTIES

20.0. The Santa Monica Mountains Conservancy, and the following local government entities: Cities of Anaheim, Brea, Chino Hills, Diamond Bar, La Habra Heights, Walnut, Yorba Linda and Whittier, and the County of Los Angeles may become parties to this Agreement at any time. The addition of a party not listed here shall require the approval of the board.

21. AMENDMENT TO THE AGREEMENT

21.0. The provisions of this agreement shall be amended, solely, upon the adoption of a resolution to amend, by each party to the agreement.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

SANTA MONICA MOUNTAINS
CONSERVANCY

CITY OF WHITTIER

By:_____

By:_____

CITY OF BREA

CITY OF DIAMOND BAR

By:_____

By:_____

CITY LA HABRA HEIGHTS

By:_____

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Attest:

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By: _____
Deputy